

STATE OF HAWAII
STATE PROCUREMENT OFFICE

HONOLULU, HAWAII

Legal Ad Date: May 11, 1998

INVITATION FOR BIDS

NO. IFB-98-178-O

SEALED BIDS

FOR FURNISHING

MOVING SERVICES
VARIOUS STATE AGENCIES

TO
THE KAKUHIHEWA BUILDING, KAPOLEI, OAHU, HAWAII
FOR
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES

will be received up to and opened at 2:00 p.m. (HST)

on

June 1, 1998

in the State Procurement Office, Kalanimoku Building, 1151 Punchbowl Street, Room 416, Honolulu,
Hawaii 96813.

Questions relating to this bid solicitation may be directed to Caroldynne Yamashita, telephone
808/586-0566 or facsimile 808/586-0570.

ROBERT J. GOVERNS, CPPB
Procurement Officer

IFB-98-178-O

Name of Company

MOVING SERVICES
VARIOUS STATE AGENCIES
FOR THE DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
IFB NO. 98-178-O

Procurement Officer
State Procurement Office
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated September 1, 1995 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: _____

Respectfully submitted,

Telephone No.: _____

Fax No.: _____

Exact Legal Name of Offeror

Payment address, if other than
street address at right:

Authorized Signature (Original)

Title

Hawaii General Excise Tax Lic.
I.D. No.: _____

Street Address

Social Sec. or Federal I.D. No.: _____

City, State, Zip Code

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Offeror is: ☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture

State of incorporation: Hawaii ☐ *Other _____

*If "other", is corporate seal available in Hawaii? ☐ Yes ☐ No

The following bid for moving services for the Department of Accounting and General Services, as specified herein, is hereby submitted:

Item No.	Move From	Move To	Move No.	Total Bid Price
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2nd FLOOR

- | | | | | |
|----|--|---|----|----------|
| 1. | AG-Child Enforcement Agency
Dole Cannery Building
880 Iwilei Road, 4th Floor
Honolulu, Hawaii | Kakuhihewa Bldg.
Room 200, 207, 251
601 Kamokila Blvd.
Kapolei, Hawaii 96707 | 3 | \$ _____ |
| 2. | AG-Hearings
Dole Cannery Building
880 Iwilei Road, 4th Floor
Honolulu, Hawaii | Kakuhihewa Bldg.
Room 436
601 Kamokila Blvd.
Kapolei, Hawaii 96707 | 8 | \$ _____ |
| 3. | DHS-Central Files
Malihini Hawaii Building
431 Kuwili Street, 3rd Floor
Honolulu, Hawaii | Kakuhihewa Bldg.
Room 262
601 Kamokila Blvd.
Kapolei, Hawaii 96707 | 25 | \$ _____ |

TOTAL SUM BID PRICE-2nd FLOOR (Total Sum Bid Price also includes AG-Hearings which on the 4th Floor, Room 436) \$ _____

3rd FLOOR

- | | | | | |
|----|---|--|---|----------|
| 4. | DOH-State Licensing/Medicare Certification
Queen Emma Building
1270 Queen Emma, #440, 110, 1102
Honolulu, Hawaii | Kakuhihewa Bldg.
Room 361, 395
601 Kamokila Blvd.
Kapolei, Hawaii 96707 | 1 | \$ _____ |
| 5. | DOH-Preventive Health
838 S. Beretania Street
2nd Floor
Honolulu, Hawaii | Kakuhihewa Bldg.
Room 344
601 Kamokila Blvd.
Kapolei, Hawaii 96707 | 2 | \$ _____ |
| 6. | DOH-Alcohol & Drug Abuse
Queen Emma Building
1270 Queen Emma, #305, 705, 706
Honolulu, Hawaii | Kakuhihewa Bldg.
Room 360
601 Kamokila Blvd.
Kapolei, Hawaii 96707 | 4 | \$ _____ |

Offeror: _____

Item No.	Move From	Move To	Move No.	Total Bid Price
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3rd FLOOR (continued)

7.	DOH-Case Management I & II Dillingham Shopping Plaza 1505 Dillingham Blvd. Rooms 302, 303 Honolulu, Hawaii	Kakuhihewa Bldg. Room 300 601 Kamokila Blvd. Kapolei, Hawaii 96707	5	\$ _____
8.	DOH-Adult Mental Health 860 Fourth Street 2nd Floor Pearl City, Hawaii	Kakuhihewa Bldg. Room 337 601 Kamokila Blvd. Kapolei, Hawaii 96707	6	\$ _____
9.	DOH-Child & Adolescent Mental Health Leeward West Waipahu Center 94-299 Farrington Hwy. Waipahu, Hawaii	Kakuhihewa Bldg. Room 335 601 Kamokila Bldg. Kapolei, Hawaii 96707	7	\$ _____
TOTAL SUM BID PRICE - 3rd Floor				\$ _____

4TH FLOOR

10.	DHS-Investigations Coral Commercial Center 670 Auahi Street, 2nd Floor Honolulu, Hawaii	Kakuhihewa Bldg. Room 462 Kapolei, Hawaii 96707	9	\$ _____
11.	DHS-Evaluation Office, FE/QC Queen Liliuokalani Building 1390 Miller Street, Rms. 112, 211 Honolulu, Hawaii	Kakuhihewa Bldg. Room 415, 437 601 Kamokila Blvd.	10	\$ _____
12.	DOE-Student Info/Statistical Olelo Building 1122 Mapunapuna Street, #202 Honolulu, Hawaii	Kakuhihewa Bldg. Room 409 601 Kamokila Blvd. Kapolei, Hawaii 96707	11	\$ _____
13.	DOE-Student Info/Statistical Leilehua High School 1515 California Avenue Wahiawa, Hawaii	Kakuhihewa Bldg. Room 409 601 Kamokila Blvd. Kapolei, Hawaii 96707	12	\$ _____

Offeror: _____

Item No.	Move From	Move To	Move No.	Total Bid Price
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4TH FLOOR (continued)

14.	DOE-Financial & Budget Sys./ Information Systems Training 1748 S. King Street 1st & 2nd Floors	Kakuhihewa Bldg. Room 451, 495 601 Kamokila Blvd. Kapolei, Hawaii 96707	13	\$ _____
15.	DOE-Central ITC Mililani High Tech Park #50 Mililani, Hawaii	Kakuhihewa Bldg. Rooms 451, 495 601 Kamokila Blvd. Kapolei, Hawaii 96707	14	\$ _____
16.	DHS-Waipahu Applications 94-320 Leokane Street Waipahu, Hawaii	Kakuhihewa Blvd. Room 468 601 Kamokila Blvd. Kapolei, Hawaii 96707	15	\$ _____
17.	DOE-Leeward District Office West Waipahu Center 94-299 Farrington Hwy. Waipahu, Hawaii	Kakuhihewa Bldg. Room 418 601 Kamokila Blvd. Kapolei, Hawaii 96707	18	\$ _____
TOTAL SUM BID PRICE-4th Floor				\$ _____

1st FLOOR

18.	DHS-Waipahu/Ewa IM Units Westgate Shopping Center 94-366 Pupupani, 2nd Floor Waipahu, Hawaii	Kakuhihewa Bldg. Room 106 60 Kamokila Blvd. Kapolei, Hawaii 96707	16	\$ _____
19.	DHS-Jobs Unit III Waianae Cathy Commercial Center 86-088 Farrington Hwy. Waianae, Hawaii	Kakuhihewa Bldg. Room 138 601 Kamokila Blvd. Kapolei, Hawaii 96707	17	\$ _____

Offeror: _____

Item No.	Move From	Move To	Move No.	Total Bid Price
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1st FLOOR (continued)

20.	DHS-Child Welfare 420 Waiakamilo St. 1st & 3rd Floors Honolulu, Hawaii	Kakuhihewa Bldg. Rooms 135 & 172 601 Kamokila Blvd. Kapolei, Hawaii 96707	19	\$ _____
21.	DHS-Nanakuli IM Unit Maile Medical Center 87-1644 Farrington Hwy. Nanakuli, Hawaii	Kakuhihewa Bldg. Room 117 601 Kamokila Blvd. Kapolei, Hawaii 96707	20	\$ _____
TOTAL SUM BID PRICE-1st Floor				\$ _____

5th FLOOR

22.	DLNR-Historic Preservation 33 S. King Street Suite 600 Honolulu, Hawaii	Kakuhihewa Bldg. Room 555 601 Kamokila Blvd. Kapolei, Hawaii 96707	21	\$ _____
23.	DLIR-Waiphau Hob Help Store 94-300 Farrington Hwy. #C03 Waiphau, Hawaii	Kakuhihewa Bldg. Room 588 601 Kamokila Blvd. Kapolei, Hawaii 96707	22	\$ _____
24.	DHS-Vocational Rehab. Admin. Bishop Trust Building 1000 Bishop Street, Suite 605 Honolulu, Hawaii	Kakuhihewa Bldg. Room 515 601 Kamokila Blvd. Kapolei, Hawaii 96707	23	\$ _____
25.	DHS-Med-Quest Oahu Br. Haseko Building 820 Mililani Street 6th, 7th & 8th Floors	Kakuhihewa Bldg. Rooms 506, 518 601 Kamokila Blvd.g Kapolei, Hawaii 96707	24	\$ _____
TOTAL SUM BID PRICE-5th Floor				\$ _____

Offeror: _____

Item No.	Move From	Move To	Move No.	Total Bid Price
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ALLOWANCES

Item 26	Hourly rate for two flat bed trucks and crew of six: (Hourly rate to be billed to each agency for removal and disposal of surplus furniture and equipment, to City and County Landfill-see Special Provisions SP-1)			\$ _____
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The following information is submitted, as required:

1. Office address _____

Contact Person _____ Telephone No. _____

2. Provide below information regarding subcontractor, if any, to be used for this IFB:

Subcontractor Name: _____

Address: _____

Contact Person: _____ Telephone No.: _____

Type of work to be performed by Subcontractor:

Offeror: _____

3. Contractor's PUC Certificate No.: _____

Subcontractor's PUC Certificate No.: _____

4. Insurance coverage is carried by:

Commercial General Liability Insurance: _____

Hawaii No-Fault Automobile Insurance: _____

5. Listed below are the name and address of three references for whom the bidder has provided or is currently providing services as specified herein:

<u>Company</u>	<u>Address</u>	<u>Contact Person</u>	<u>Telephone No.</u>
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1.	_____		
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2.	_____		
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3.	_____		
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Offeror: _____

SPECIAL PROVISIONS

SCOPE

Work included in this contract shall consist of the furnishing of moving services to Various State Agencies for the Department of Accounting and General Services (DAGS), all in accordance with these Special Provisions, the attached Specifications, and the General Terms and Conditions dated September 1, 1995 included by reference and made a part hereof. Copies of the General Terms and Conditions are available at the State Procurement Office, Room 416, 1151 Punchbowl Street, Honolulu, Hawaii or via the Internet at <http://www.state.hi.us>

CONTRACT ADMINISTRATOR

For the purpose of this contract, Ms. Gina Ichiyama with the Department of Accounting and General Services, telephone number 586-0474, or her duly appointed representative, is designated Contract Administrator.

TERM OF CONTRACT

Contractor shall enter into a contract for furnishing services as specified herein with a tentative start date of August 11, 1998 and a tentative completion date of November 30, 1998.

BIDDER QUALIFICATION

Bidder shall have a permanent office location on the island of Oahu from which he/she conducts business and from which he/she shall be accessible for telephone calls. Bidder shall complete the requested information on Offer Form Pages OF-1, OF-5, and OF-6.

Bidder shall also have, at the time of bidding, a certificate of Public Convenience and Necessity issued by the Public Utilities Commission (PUC) for the transportation of property. Bidder shall list the certificate number on Offer Form Page OF-6.

If Bidder will be subcontracting any of the work specified herein, the subcontractor shall have the qualifications listed above for the portion of work to be subcontracted.

ALLOWANCES

ITEM 26: The Move Contractor shall be responsible to transport miscellaneous and/or furniture and equipment items that have not been sold, surplused or transferred, to the City and County Landfill. This allowance shall be used to pay the Move Contractor for costs incurred to move miscellaneous items, which may be left behind by the agencies, as the quantity of items is unknown at this time.

Agencies will be billed at the hourly rate provided by Bidder on Offer Form Page OF-5. Additional charges by the Move Contractor for overhead, coordination, profit, insurance, and other incidental expenses relating to moving the miscellaneous items shall not be allowed. These shall be included in the hourly rate.

BID PREPARATION

Examination of Project. Prospective bidders will be given the opportunity to inspect the service areas to thoroughly familiarize themselves with the existing conditions and the amount and kind of work to be performed. Submission of bid shall be evidence that the bidder has familiarized himself with the service areas and understands and will comply with the specifications if awarded the contract.

No additional compensation will be made because of any misunderstanding regarding the items to be moved or the conditions at the sites or the amount and type of work to be performed.

The inspection tour for Kakuhihewa is scheduled for Monday, May 18, 1998 at 9:00 a.m.

Prospective Bidders are required to bring hard hats and covered shoes to the inspection tour. There will also be a Question and Answer meeting that all Prospective Bidders are encouraged to attend on Wednesday, May 20, 1998 at 10:00 a.m., Kalanimoku Building, 1151 Punchbowl Street, Room 426. This meeting will deal with any questions that the Prospective Bidders may have regarding the move bid following their site visits. Prospective Bidders interested in inspecting each agency that is scheduled to move shall contact the individual agency themselves. Following are the contacts, addresses and telephone numbers for each agency.

DHS – Central Files
JoeAnn Helekahi, 586-5788
Malihini Hawaii Building
431 Kuwili Street, 3rd Floor
Honolulu, Hawaii

AG – Child Enforcement Agency
Alan Kanno, 587-3699
Dole Cannery Building
880 Iwilei Road, 4th Floor
Kapolei, Hawaii 96707

AG – Hearings
Alan Kanno, 587-3699
Dole Cannery Building
880 Iwilei Road, 4th Floor
Honolulu, Hawaii

DOH – State Licensing/Medicare Certification
Dulcy Fukumoto, 586-4074
Queen Emma Building
1270 Queen Emma, #400, 1100, 1102
Honolulu, Hawaii

DOH – Preventive Health
Flori Quatro, 587-3900
838 S. Beretania Street
2nd Floor
Honolulu, Hawaii

DOH – Alcohol & Drug Abuse
Jully Lim, 586-3971
Queen Emma Building
1270 Queen Emma, #305, 705, 706
Honolulu, Hawaii

DOH – Case Management I & II
Trudy Murakami, 733-9178
Dillingham Shopping Plaza
1505 Dillingham Blvd. Rms. 302, 303
Honolulu, Hawaii

DHS – Investigations
Richard McDurmin, 586-7177
Coral Commercial Center
670 Auahi Street, 2nd Floor
Honolulu, Hawaii

DOH – Adult Mental Health
Ellen Trehan, 455-1035
860 Fourth Street
Pearl City, Hawaii

DOH – Child Adolescent Mental Health
Terry Joyce, 675-0100, West Waipahu Center
94-299 Farrington Hwy.
Waipahu, Hawaii

DOE – Student Info/Statistical
Carl Yoshida, 837-8061
Olelo Building
1122 Mapunapuna Street, #202
Honolulu, Hawaii

DOE – Financial & Budget Sys./Info. Sys. Training
Larry Chung, 973-9710
1748 S. King Street
1st & 2nd Floors
Honolulu, Hawaii

DHS – Nanakuli IM Unit
Marcus Chang, 668-8941
Maile Medical Center
87-1644 Farrington Hwy.
Nanakuli, Hawaii

DOE – Leeward District Office
Alan Honma, 733-4862
West Waipahu Center
94-299 Farrington Hwy.
Waipahu, Hawaii

DHS – Child Welfare Services
Janke Ahuna, 832-5254
420 Waiakamilo St.
1st & 3rd Floors
Honolulu, Hawaii

DLNR – Historic Preservation
Don Hibbard, 587-0045
33 S. King Street, Suite 600
Honolulu, Hawaii

DHS – Vocational Rehab. Admin.
John Noland, 586-5368
Bishop Trust Building
1000 Bishop Street, Suite 605
Honolulu, Hawaii

DOE – Student Info/Statistical
Carl Yoshida, 837-8061
Leilehua High School
1515 California Avenue
Wahiawa, Hawaii

DHS – Waipahu/Ewa IM Units
Doreen Harada, 677-1217 or
Fay DeNeeve, 677-9171
Westgate Shopping Center
94-366 Pupupani, 2nd Floor
Waipahu, Hawaii

DHS – Jobs Unit III Waianae
Juvy Abad, 696-0717
Cathy Commercial Center
86-088 Farrington Hwy.
Waianae, Hawaii

DHS – Evaluation Office, FE/QC
Paul Sasaki, 586-4872
Queen Liliuokalani Building
1390 Miller Street, Rms. 112, 211
Honolulu, Hawaii

DHS – Waipahu Applications
Alan Takahashi, 677-9176
94-320 Leokane Street
Waipahu, Hawaii

DLIR – Waipahu Job Help Store
Pauline Matsuyama, 677-9268
94-300 Farrington Hwy., #C03
Waipahu, Hawaii

DHS – Med-Quest Oahu Br.
Brian Pang, 586-5780
Haseko Building
820 Mililani Street, 6th, 7th & 8th Floors
Honolulu, Hawaii

OFFER FORM, Page OF-2. Offeror is requested to submit its offer using offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on OFFER FORM, page OF-1. Failure to do so may delay proper execution of the contract.

Offeror's authorized signature shall be an original signature in ink. If OFFER FORM, page OF-2, is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the offeror's intent to be bound.

Bid Quotation. Bid prices shall include all labor, including hours worked outside of the Work Schedule, weekend, and holiday labor charges, equipment, supplies, permits, applicable taxes, and other costs incurred to provide services as specified. Bid prices shall be the all inclusive cost to the State and no other charges will be honored.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statutes (HRS), and vendors are advised that they are liable for the Hawaii General Excise tax (GET) at the current 4% rate. If, however, an offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Tax Equalization Provision. For evaluation purposes, pursuant to §103-53.5, HRS, as amended, the price offer submitted by an offeror not liable for the GET under this solicitation, shall be increased by the current rate of the GET. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

Tax Clearance. An **original or certified copy** of a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) must be submitted with offeror's sealed offer by the due date and time.

The tax clearances from DOTAX and IRS shall be obtained on the attached one-page, two-sided **Tax Clearance Application (Form A-6, Rev.1998)** which is accompanied by Instructions that offerors should carefully read. Effective March 1, 1998, only this revised Form A-6 will be accepted by DOTAX and IRS.

Out-of-state offerors should mail their application to DOTAX's Oahu District Office.

Effective 12/1/97 tax clearance certificates are valid for a **six-month** (not 180 day) period beginning on the later dated DOTAX or IRS approval stamp. For example, a 12/15/97 certificate is valid through 6/15/97.

The tax clearance submitted with the sealed offer must be valid on the solicitation's legal ad date or any date thereafter up to the offer due date. A valid tax clearance received with the offer will remain valid for the contract award.

For the purpose of this solicitation the State Procurement Office will accept the attached completed SPO Form TEMP B, "Certification for Tax Clearance" in place of the DOTAX Form A-6 (Rev.1998), if offeror is unable to obtain a tax clearance certificate in time for submittal with the sealed offer. However, the successful offeror is required to submit a tax clearance certificate prior to award.

NOTE: The above tax clearance requirement is in addition to the existing requirement for final payment. Refer to the special provisions on INVOICING below for information on the tax clearance requirement for final payment.

Insurance. Bidder shall provide insurance information as requested on Offer Form Page OF-6.

References. Bidder will list, on Offer Form Page OF-6, three (3) companies or State agencies for whom services similar to those requested herein were, or are currently being performed. The State reserves the right to contact the references provided.

Wage Certificate. Refer to Section 2.7 of the General Terms and Conditions. Bidder shall complete and submit the attached Wage Certificate by which bidder certifies that the services required will be performed pursuant to Section 103-55, HRS.

Subcontractors. Bidder shall list on Offer Form Page OF-6, all subcontractors to be used to perform the services specified herein. The Department of Accounting and General Services reserves the right to request additional information about any subcontractor listed. Such information shall be provided within five (5) days of the request.

LIABILITY INSURANCE

Contractor shall maintain insurance acceptable to the State in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by the Contractor shall provide the following limit(s) and coverage(s):

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (Occurrence Form)	\$300,000 combined single limit per occurrence for bodily injury and property damage

HAWAII NO-FAULT AUTOMOBILE LIABILITY

Each insurance policy required by this contract shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Accounting and General Services, State Procurement Office, P. O. Box 119, Honolulu, Hawaii 96810-0119."
2. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The Contractor shall maintain the minimum insurance required in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements. The policy or policies of insurance maintained by the Contractor shall provide the limits and coverages specified herein.

The Contractor agrees to deposit with the State of Hawaii, on or before the effective date of this contract, certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefor on deposit with the State during the entire term of this contract. Upon request by the State, Contractor shall furnish a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

METHOD OF AWARD

Award, if made, will be made to the responsive and responsible bidder submitting the lowest total sum bid price for each Floor. However, to be considered for award, bidder is required to submit prices for all items (offices) on the floor.

Prior to awarding contract, the State will require certification of the following insurance coverage's, if applicable: Worker's Compensation; Temporary Disability; Unemployment Insurance; Prepaid Health Care.

ACCEPTANCE OF OFFER

Acceptance of offer, if any, will be made within sixty (60) calendar days after the opening of offers, and the prices quoted by the offeror shall remain firm for the sixty day period as provided in Section 3.2 of the General Terms and Conditions.

CONTRACT EXECUTION

For contract award totaling \$25,000 or more, the State shall forward a formal contract to the successful offeror for execution. The contract shall be signed by the successful offeror and returned within ten (10) days after receipt by the offeror as specified in Section 3.3 of the General Terms and Conditions. NO PERFORMANCE AND PAYMENT BONDS ARE REQUIRED.

The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to commencement date.

SUBCONTRACTING

The Contractor shall not delegate any duties listed in this IFB to any subcontractor other than those listed on Offer Form Page OF-5 unless given written approval by the Department of Accounting and General Services. The department reserves the right to approve all subcontractors and to require the primary contractor to replace any subcontractors found to be unacceptable. The primary contractor will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract, and shall be responsible for all services whether or not the primary contractor performs them.

INVOICING

Each office/agency listed on Offer Form pages OF-2 through OF-5 is responsible for making payments to the Move Contractor. Accordingly, Move Contractor shall prepare original and three copies of the invoice for each office/agency. Invoices shall include the following information: contract number, name of office/agency, item number, line item amount, start and completion dates of move, and move number.

Charge for disposal of excess property, if any, shall also be included on the invoice as a separate line item at the hourly rate specified in the contract. Move contractor shall include the service date and number of hours charged to the agency/office.

All invoices shall be submitted to the Contract Administrator at the following address:

Ms. Gina Ichiyama
Department of Accounting and General Services
Public Works Division
Project Management Branch
P.O. Box 119
Honolulu, Hawaii 96810-0119

A tax clearance certificate must accompany the invoice for final payment and shall be an **original or certified copy**, not over two-months old.

PAYMENT

Payment shall be made to the Move Contractor at the contracted price upon certification by the State that the Move Contractor has satisfactorily completed the service. Each state agency shall make payment to the Move Contractor directly.

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods, or performance of the services, to make payment. For this reason, the State shall reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Move Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

RE-EXECUTION OF WORK

The Move Contractor shall re-execute any work that fails to conform to contract requirements and shall immediately remedy any defects due to faulty workmanship by the Move Contractor.

REMOVAL OF MOVE CONTRACTOR'S EMPLOYEES

Move Contractor agrees to remove any of its employees from services rendered and to be rendered, to the State, upon request by the Contract Administrator.

INSPECTION

All work done shall be subject to inspection and approval by the Contract Administrator, so as to ascertain that the services rendered are in accordance with requirements and intentions of the Specifications and Special Provisions.

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules.

Provisions from the General Terms and Conditions Not Applicable. Sections 2.11 and 2.14 of the General Terms and Conditions which apply specifically to the Request for Proposals method of source selection are not applicable to Invitation for Bids. Also Sections 2.10 and 2.13 which apply specifically to the Invitation for Bids method of source selection are not applicable to Requests for Proposals.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

Preparation of Offer. General Terms and Conditions Section 2.5, paragraph four, is rescinded and replaced with the following:

"An offeror may submit only one offer in response to a solicitation. If an offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an offeror may submit only one offer for each line item (if any) of a solicitation. If an offeror submits more than one offer per line item, then all offers for that line item shall be rejected."

Preference for Hawaii Products. General Terms and Conditions Section 3.1(B), paragraphs one and two only are rescinded and replaced with the following: "A purchasing agency shall review all specifications in a bid or proposal for purchase from the Hawaii products list where these products are available; provided that the products: Meet the minimum specifications and the selling price f.o.b. jobsite; unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price in Hawaii f.o.b. jobsite; and unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price of a similar non-Hawaii product by more than: three per cent where class I Hawaii products are involved; five per cent where class II Hawaii products are involved; or ten per cent where class III Hawaii products are involved.

All persons submitting bids or proposals to claim Hawaii products preference shall designate in their bids which individual product and its price is to be supplied as a Hawaii product.

Where a bid or proposal contains both Hawaii and non-Hawaii products, then for the purpose of selecting the lowest bid or purchase price only, the price bid or offered for a Hawaii product item shall be decreased by subtracting therefrom: three per cent, five per cent, or ten per cent for the class I, class II, or class III Hawaii product items bid or offered, respectively. The lowest total bid or proposal, taking the preference into consideration, shall be awarded the contract unless the bid or offer provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the bid or price offered, exclusive of the preferences."

Printing Preference. General Terms and Conditions Section 3.1(C), paragraphs one and two are rescinded and replaced with the following: "All bids or proposals submitted for a printing, binding, or stationery contract in which all work will be performed in-state, including all preparatory work, presswork, bindery work, and any other production-related work shall received a fifteen per cent preference for purposes of bid or proposal evaluation.

Where bids or proposals are for work performed in-state and out-of-state, then for the purpose of selecting the lowest bid or evaluating proposals submitted only, the amount bid or proposed for work performed out-of-state shall be increased by fifteen per cent. The lowest total offer, taking the preference into consideration, shall be awarded the contract unless the solicitation provides for additional award criteria. The contract amount awarded, however, shall be the amount of the price offered, exclusive of the preference."

Bond Forms. The bond forms, Exhibits B through H, are replaced by the forms issued by the Procurement Policy Board Directive No. 1997-01, dated November 12, 1997, included herein by reference and made a part hereof. Copies of the bond forms are available at the State Procurement Office, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813.

WAGE CERTIFICATE

(For Service Contracts)

Subject: IFB/RFP No.: _____

Title of IFB/RFP: _____

(To be completed by offeror)

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$5,000, the services to be performed will be performed under the following conditions:

1. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work; and
2. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Offeror _____

Signature _____

Title _____

Date _____